26 DEC 85

**Memo** *from* **Fred Thompson**

Jim,

Here is the Certificate of Merger, which should be filed in the Club's minute book with the original Articles of Incorporation.

For the record, the Articles of Merger & Agreement were filed and effective December 19, 1985

CENTRAL SOYA

Fred

APPROVED BY STATE BOARD OF ACCOUNTS—1973
FORM NO. 54 C

State Form 39967

# INDIANA SECRETARY OF STATE
## CORPORATION DIVISION

Nº 298412

INDIANAPOLIS, INDIANA, DEC 23 19 85 CODE 1-2 AMOUNT $ 26.00

RECEIVED FROM FORT WAYNE RADIO CLUB INC

THE SUM OF TWENTY SIX DOLLARS

FOR FORT WAYNE REPEATER ASSOCIATION INC INTO FORT WAYNE RADIO CLUB INC
ART OF MERGER
R Hine

CHECK ☒ X 1453

CASH ☐

ORIGINAL

EDWIN J. SIMCOX
SECRETARY OF STATE

Form No. 26
State Form 39638

RECEIVED
DEC 26 1985
STATE DEPT.

STATE OF INDIANA

# OFFICE OF THE SECRETARY OF STATE

Secretary of State

*To Whom These Presents Come, Greeting:*

*WHEREAS, there has been presented to me at this office Articles of Merger in duplicate whereby*

FORT WAYNE REPEATER ASSOCIATION, INC.

*non-surviving corporation, is merged into*

FORT WAYNE RADIO CLUB, INC.

*surviving corporation.*

*SAID Articles of Merger and Agreement thereto having been prepared and signed in accordance with the Indiana General Not-For-Profit Corporation Act (approved March 7, 1935)/~~the Indiana Not-For-Profit Corporation Act of~~*

*WHEREAS, upon due examination, I find that they conform to law:*

*NOW, THEREFORE, I, EDWIN J. SIMCOX, Secretary of State of Indiana, do hereby certify that I have this day endorsed my approval upon the duplicate copies of Articles of Merger and Agreement thereto so presented and having received the fees required by law have filed one copy of the Articles in this office and returned the other copy bearing the endorsement of my approval to the Corporation.*

*In Witness Whereof, I have hereunto set my hand and affixed the seal of the State of Indiana, at the City of Indianapolis, this*

19th *day of*

December, *19* 85

Edwin J. Simcox

*EDWIN J. SIMCOX, Secretary of State*

*By* Mark D. Adams

*Deputy*

Corporate Form No. 364-6 (April 1974) — Page One

ARTICLES OF MERGER for use by Not-For-Profit Corporations

Prescribed by the Secretary of State of Indiana

Use White Paper—Size 8½ x 11 Inches—for Inserts

Filing Requirements—Present 2 Executed Copies to the Secretary of State.

Recording Requirements—None

Effective Date of the Merger—May not be prior to nor more than 30 days after the date of filing the Articles of Merger with the Secretary of State

Filing Fee—$26.00

APPROVED
AND
FILED
DEC 19 1985

SECRETARY OF STATE OF INDIAN

The Indiana General Not For Profit Corporation Act,

**NOT-FOR-PROFIT CORPORATION**

**ARTICLES OF MERGER**

**OF**

FORT WAYNE REPEATER ASSOCIATION, INC.

**INTO**

FORT WAYNE RADIO CLUB, INC.

The undersigned, FORT WAYNE REPEATER ASSOCIATION, INC. (hereinafter referred to as the "Merging Corporation"), existing pursuant to the provisions of The Indiana Not-For-Profit Corporation Act of 1971, as amended (hereinafter referred to as the "Act"), and FORT WAYNE RADIO CLUB, INC. (hereinafter referred to as the "Surviving Corporation"), existing pursuant to the provisions of ~~the Act~~, each desiring to give notice of corporate action effectuating the merger of the Merging Corporation into the Surviving Corporation, and acting by its President or Vice President and its Secretary of Assistant Secretary, hereby certify, each with respect to the facts and acts relating to it and the acts taken by its Board of Directors and members, the following facts:

**SUBDIVISION A**

**AGREEMENT OF MERGER AND SIGNATURES THERETO**

The Merging Corporation and the Surviving Corporation have entered into an Agreement of Merger, the title, parties, terms, conditions, and signatures of which are as follows:

# FORT WAYNE RADIO CLUB, INC.

# AND

# FORT WAYNE REPEATER ASSOCIATION, INC.

## AGREEMENT AND

## PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER, dated June 21, 1985, pursuant to the Indiana General Not For Profit Corporation Act (1935), by and between FORT WAYNE RADIO CLUB, INC., an Indiana not-for-profit corporation (hereinafter sometimes called RADIO CLUB and sometimes called the Surviving Corporation),and FORT WAYNE REPEATER ASSOCIATION, INC. an Indiana not-for-profit corporation (hereinafter sometimes called REPEATER ASSOCIATION) (RADIO CLUB and REPEATER ASSOCIATION being hereinafter sometimes called the Constituent Corporations;

WITNESSETH THAT:

WHEREAS, RADIO CLUB is a corporation organized and existing by virtue of the Indiana General Not For Profit Corporation Act (1935), having been incorporated on November 14, 1952, by the filing of its Articles of Incorporation with the Secretary of State of the State of Indiana; and

WHEREAS, REPEATER ASSOCIATION is a corporation organized and existing by virtue of the Indiana Not-For-Profit Corporation Act of 1971, having been incorporated on August 6, 1984, by the filing of its Articles of Incorporation with the Secretary of State of the State of Indiana; and

WHEREAS, the Board of Directors of each of the Constituent Corporations deems it advisable and to the advantage and welfare of such corporations and their respective members that REPEATER ASSOCIATION be merged with and into RADIO CLUB pursuant to the following terms and conditions;

NOW, THEREFORE, RADIO CLUB and REPEATER ASSOCIATION have agreed to merge into a single Indiana not-for-profit Corporation, RADIO CLUB, which shall continue its corporate existence under the laws of the State of Indiana. The terms and conditions of the merger, the mode of carrying the same into effect, and such other details and provisions as may be required by law or deemed necessary or proper are hereinafter set forth.

# AGREEMENT AND PLAN OF MERGER

## I.
## *Name, Certificate of Incorporation, Constitution and Bylaws, Directors, and Officers*

1.1 *Name of Surviving Corporation.* The name of the corporation that shall survive the merger is, and after the Effective Date (as hereinafter defined) shall continue to be, FORT WAYNE RADIO CLUB, INC.

1.2 *Certificate of Incorporation.* The Certificate of Incorporation of RADIO CLUB, as in effect on the Effective Date, shall from and after the Effective Date be and continue to be the Certificate of Incorporation of the Surviving Corporation until changed or amended as provided by law.

1.3 *Constitution and Bylaws.* The Constitution and Bylaws of RADIO CLUB as in effect on the Effective Date shall from and after the Effective Date be and continue to be the Constitution and Bylaws of the Surviving Corporation until changed as therein provided.

1.4 *Directors.* The directors of RADIO CLUB in office on the Effective Date shall be the directors of the Surviving Corporation until their successors are elected in accordance with the Constitution and Bylaws of the Surviving Corporation and shall have duly qualified.

1.5 *Officers.* The officers of RADIO CLUB in office on the Effective Date shall be the officers of the Surviving Corporation until their successors are elected in accordance with the Constitution and Bylaws of the Surviving Corporation and shall have duly qualified.

## II.

## *Membership, Dues*

2.1 *Membership.* Each member of REPEATER ASSOCIATION on the Effective Date shall become a member of the Surviving Corporation of the appropriate class of membership as set forth in the Constitution and Bylaws of the Surviving Corporation.

2.2 *Dues.* Each member of REPEATER ASSOCIATION whose dues are fully paid on the Effective Date shall be considered as having fully paid his or her dues to the Surviving Corporation on the Effective Date. From and after the Effective Date, all members of the Surviving Corporation shall pay dues to the Surviving Corporation in such amounts and at such times as its Constitution and Bylaws provide.

## III.

*Approvals, Effective Date, Filing Date,and Certain Effects of Merger*

3.1 *Membership Adoption.* Meetings of the members of both RADIO CLUB and REPEATER ASSOCIATION to consider and act upon this Agreement and Plan of Merger shall be called to be held in accordance with the Indiana General Not For Profit Corporation Act (1935) on or before September 30, 1985.

3.2 *Board Approval; Execution.* If this Agreement and Plan of Merger is adopted by the affirmative vote of two-thirds of the members of each of the Constituent Corporations entitled to vote in respect thereof, then as soon as practicable after the expiration of a period of thirty days after the adoption thereof by the members of the last of the Constituent Corporations in point of time to adopt the same, the same shall again be considered by the Board of Directors of each of the Constituent Corporations. Upon approval again by the Board of Directors of each of the Constituent Corporations, and their authorization of the execution hereof, this Agreement and Plan of Merger shall be executed by each of the Constituent Corporations in the manner provided by law.

3.3 *Articles of Merger.* Upon execution of this Agreement and Plan of Merger by each of the Constituent Corporations, Articles of Merger shall be executed and filed in the form and manner provided by law.

3.4 *Effective Date.* This Agreement and Plan of Merger shall become effective on the date on which it and the Articles of Merger referred to above, duly certified and acknowledged, have been filed in the office of the Secretary of State of the State of Indiana.

3.5 *Certain Effects of Merger.* On the Effective Date, the separate existence of REPEATER ASSOCIATION shall cease, REPEATER ASSOCIATION shall be merged into RADIO CLUB, and the Surviving Corporation, without further action, shall succeed to and shall possess and enjoy all the rights, privileges, immunities, powers, purposes, and franchises both of a public and private nature, and be subject to all restrictions, disabilities, and duties of REPEATER ASSOCIATION; and all property and all debts due to REPEATER ASSOCIATION on whatever account, causes of action, and every other asset of REPEATER ASSOCIATION shall be vested in the Surviving Corporation as effectually as they were vested in REPEATER ASSOCIATION, and all property, rights, privileges, powers, and franchises, and all and every other interest, shall be thereafter as effectively the property of the Surviving Corporation as they were of REPEATER ASSOCIATION; and the title to any property vested in REPEATER ASSOCIATION shall not revert or be in any way impaired by reason of the merger or the statutes providing therefor; *provided, however,* that all rights of creditors and all liens upon the property of REPEATER ASSOCIATION shall be preserved unimpaired, and all debts, liabilities, obligations, penalties, and duties of REPEATER ASSOCIATION shall

thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if they had been incurred or contracted by it. No liability, obligation due or to become due, claim, or demand for any cause existing against either Constituent Corporation, or any member, officer, or director thereof, shall abate or be discontinued by the merger, but may be enforced, prosecuted, settled, or compromised as if the merger had not occurred, or the Surviving Corporation may be substituted in such action or proceeding in place of REPEATER ASSOCIATION. At any time, or from time to time, after the Effective Date, the last acting officers of REPEATER ASSOCIATION, or the corresponding officers of the Surviving Corporation, may, in the name of REPEATER ASSOCIATION, execute and deliver all such proper deeds, assignments, and other instruments and take or cause to be taken all such further or other action as the Surviving Corporation may deem necessary or desirable in order to vest, perfect, or confirm in the Surviving Corporation title to and possession of all of REPEATER ASSOCIATION's property, rights, privileges, immunities, powers, purposes, and franchises and otherwise to carry out the purposes of this Agreement and Plan of Merger.

## IV.

### *Amateur Radio Repeater Operation*

4.1 *Repeaters.* Without limiting the generality of the foregoing, upon the Effective Date REPEATER ASSOCIATION shall take whatever action is necessary or desirable to transfer to the Surviving Corporation its amateur radio repeaters and all appurtenances thereto.

4.2 *Cash.* Notwithstanding the foregoing, the Surviving Corporation shall account separately for any cash received from REPEATER ASSOCIATION upon merger and shall use said cash, until it is exhausted, solely for the operation, maintenance, and upgrading of the aforementioned amateur radio repeaters.

4.3 *Call Sign; License.* Upon the Effective Date, or as soon as practicable thereafter, the Surviving Corporation shall cause the aforementioned repeaters to use the amateur radio call sign of RADIO CLUB, W9TE, and shall surrender REPEATER ASSOCIATION's club license and call sign, WA9EAU, to the Federal Communications Commission.

4.4 *Repeater Operation.* Upon the Effective Date, the Surviving Corporation shall assign responsibility for operation and maintenance of the aforementioned repeaters to its Trustee. The Surviving Corporation shall take whatever steps are necessary to form a Technical Advisory and Repeater Operations Committee of no less than four members, with the Trustee as Chairman.

IN WITNESS WHEREOF, each of the Constituent Corporations has caused this Agreement and Plan of Merger to be executed

in its corporate name by its President and attested by its Secretary on the date shown.

FORT WAYNE RADIO CLUB, INC.

By William C. Hall
President

Attest:

Lynn E Hyndman
Secretary

Date: 10-26-85

FORT WAYNE REPEATER ASSOCIATION, INC.

By Robert G. Burke III
President

Attest:

William E. Kinsred
Secretary

Date: 2 NOV 85

## SUBDIVISION B
## MANNER OF ADOPTION AND VOTE
## ARTICLE I
## ACTION BY THE MERGING CORPORATION

1. Action by Directors (select appropriate paragraph)

(a) The Board of Directors of the Merging Corporation, at a special meeting thereof, duly called, constituted and held on June 10, 19 85, adopted, by a majority vote of the members of such Board, a resolution approving the Agreement of Merger and directing that it be submitted for approval or rejection to the members of the Merging Corporation entitled to vote in respect thereof at a special meeting of such members to be held August 14, 19 85, unless the same were so approved before such date by unanimous written consent.

~~(b) By written consent, executed on _____, 19____, signed by all of the members of the Board of Directors of the Merging Corporation, a resolution was adopted approving the Agreement of Merger and directing that it be submitted for approval or rejection to the members of the Merging Corporation entitled to vote in respect thereof at a meeting of such members to be held _____, 19____, unless the same were so approved prior to such date by unanimous written consent.~~

2. Action by members (select appropriate paragraph)

(a) The members of the Merging Corporation entitled to vote in respect of the Agreement of Merger, at a special meeting thereof, duly called, constituted and held on August 14, 19 85, at which four (4) Voting Members, being all of the Voting Members,

were present in person or by proxy, authorized adoption of the Agreement of Merger by the Merging Corporation.

The holders of the following classes of membership were entitled to vote as a class in respect of the Agreement of Merger:

(1) Voting Members
(2)
(3)

The number of members entitled to vote in respect to the Agreement of Merger, the number of memberships voted in favor of the adoption of the Agreement of Merger, and the number of memberships voted against such adoption are as follows:

| | Total | Members Entitled to Vote as a Class (1) | (2) | (3) |
|---|---|---|---|---|
| Members entitled to vote: | 4 | 4 | | |
| Memberships voted in favor: | 4 | 4 | | |
| Memberships voted against: | 0 | 0 | | |

~~(b) By written consent, executed on _____, 19_____, signed by _____ members of the Corporation, being all of the members of the Corporation entitled to vote in respect of an Agreement of Merger, the members authorized adoption of the Agreement of Merger by the Merging Corporation.~~

3. Subsequent Action by Directors (select appropriate paragraph)

(a) The Board of Directors of the Merging Corporation, at a special meeting thereof, duly called, constituted and held on September 16, 19 85, reconsidered the Agreement of Merger and adopted, by a majority vote of the members of such Board, a resolution again approving the Agreement of Merger and authorizing the execution thereof by the undersigned President or Vice President and Secretary or Assistant Secretary of the Merging Corporation, for and on its behalf.

~~(b) By written consent, executed on _____, 19_____, signed by all of the members of the Board of Directors of the Merging Corporation, a resolution was adopted again approving the Agreement of Merger and authorizing the execution thereof by the undersigned President or Vice President and the Secretary or Assistant Secretary of the Merging Corporation, for and on its behalf.~~

~~(c) Since the members of the Merging and Surviving Corporations voted unanimously in favor of the Agreement of Merger, no subsequent action by the Board of Directors of the Merging Corporation was required. A resolution anticipating unanimous approval was duly adopted by the Board of Directors of the Merging Corporation in conjunction with the resolutions approving the Agreement of Merger which authorized the execution thereof by the undersigned President or Vice President and the Secretary or Assistant Secretary of the Merging Corporation, without further action by the Board of Directors.~~

4. Compliance with Legal Requirements

The manner of the adoption of the Agreement of Merger, and the vote by which it was adopted, constitute full legal compliance with the provisions of the Act, the Articles of Incorporation, and the By-Laws of the Merging Corporation.

## ARTICLE II

## ACTION BY THE SURVIVING CORPORATION

1. Action by Directors (select appropriate paragraph)

(a) The Board of Directors of the Surviving Corporation, at a regular meeting thereof, duly called, constituted and held on July 11, 19 85, adopted, by a majority vote of the members of such Board, a resolution approving the Agreement of Merger and directing that it be submitted for approval or rejection to the members of the Surviving Corporation entitled to vote in respect thereof at a regular meeting of such members to be held September 20, 19 85, unless the same were so approved prior to such date by unanimous written consent.

~~(b) By written consent, executed on _____, 19____, signed by all of the members of the Board of Directors of the Surviving Corporation, a resolution was adopted again approving the Agreement of Merger and authorizing the execution thereof by the undersigned President or Vice President and the Secretary or Assistant Secretary of the Surviving Corporation, for and on its behalf.~~

2. Action by members (select appropriate paragraph)

(a) The members of the Surviving Corporation entitled to vote in respect of the Agreement of Merger, at a regular meeting thereof, duly called, constituted and held on September 20, 19 85, at which One Hundred Sixty-eight Full Members

were present in person or by proxy, authorized adoption of Agreement of Merger by the Surviving Corporation.

The holders of the following classes of membership were entitled to vote as a class in respect of the agreement of Merger:

(1) Full Members
(2)
(3)

The number of members entitled to vote in respect of the Agreement of Merger, the number of memberships voted in favor of the adoption of the Agreement of Merger, and the number of memberships voted against such adoption are as follows:

| | Total | Members Entitled to Vote as a Class | | |
|---|---|---|---|---|
| | | (1) | (2) | (3) |
| Members entitled to vote: | 187 | 187 | | |
| Memberships voted in favor: | 166 | 166 | | |
| Memberships voted against: | 2 | 2 | | |

~~(b) By written consent, executed on _____, 19____, signed by members of the Corporation, being all of the members of the Corporation entitled to vote in respect of an Agreement of Merger, the members authorized adoption of the Agreement of Merger by the Surviving Corporation.~~

3. Subsequent Action by Directors (select appropriate paragraph)

(a) Action at Second Board of Directors Meeting. The Board of Directors of the Surviving Corporation, at a special meeting thereof, duly called, constituted and held on October 26, 19 85, reconsidered the Agreement of Merger and adopted, by a majority vote of the members of such Board, a resolution again approving the Agreement of Merger and authorizing the execution thereof by the undersigned President or Vice President and Secretary or Assistant Secretary of the Surviving Corporation, for and on its behalf.

~~(b) By written consent, executed on _____, 19____, signed by all the members~~ of the Board of Directors of the Surviving Corporation, a resolution was adopted again approving the Agreement of Merger and authorizing the execution thereof by the undersigned President or Vice President and the Secretary or Assistant Secretary of the Surviving Corporation, for and on its behalf.

(c) Since the Members of the Merging and Surviving Corporations voted unanimously in favor of the Agreement of Merger, no subsequent action by the Board of Directors of the Surviving Corporation was required. A resolution anticipating unanimous approval was duly adopted by the Board of Directors of the Surviving Corporation in conjunction with the resolutions approving the Agreement of Merger which authorized the execution thereof by the undersigned President or Vice President and the Secretary or Assistant Secretary of the Surviving Corporation, without further action by the ~~Board of Directors.~~

4. Compliance with Legal Requirements

The manner of the adoption of the Agreement of Merger, and the vote by which it was adopted, constitute full legal compliance with the provisions of the Act, the Articles of Incorporation, and the By-Laws of the Surviving Corporation.

## SUBDIVISION C

## EFFECTIVE DATE

The effective date of the Merger effectuated hereby is _____, 19____.
IN WITNESS HEREOF, the undersigned verify subject to penalties of perjury that the facts contained herein are true.

Dated this 14th day of December, 1985.

FORT WAYNE REPEATER ASSOCIATION, INC.
(Name of Corporation)

By Albert G. Burke III
(Written Signature)

ALBERT G. BURKE III
(Printed Signature)

President

Attest:

William E. Kindred
(Written Signature)

WILLIAM E. KINDRED
(Printed Signature)

Secretary

"Merging Corporation"

FORT WAYNE RADIO CLUB, INC.
(Name of Corporation)

By William C. Hall
(Written Signature)

WILLIAM C. HALL
(Printed Signature)

President

Attest:

James B. Wolf
(Written Signature)

JAMES B. WOLF
(Printed Signature)

Secretary

"Surviving Corporation"

# FORT WAYNE RADIO CLUB, INC.

# AND

# FORT WAYNE REPEATER ASSOCIATION, INC.

## AGREEMENT AND

## PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER, dated June 21, 1985, pursuant to the Indiana General Not For Profit Corporation Act (1935), by and between FORT WAYNE RADIO CLUB, INC., an Indiana not-for-profit corporation (hereinafter sometimes called RADIO CLUB and sometimes called the Surviving Corporation),and FORT WAYNE REPEATER ASSOCIATION, INC. an Indiana not-for-profit corporation (hereinafter sometimes called REPEATER ASSOCIATION) (RADIO CLUB and REPEATER ASSOCIATION being hereinafter sometimes called the Constituent Corporations;

WITNESSETH THAT:

WHEREAS, RADIO CLUB is a corporation organized and existing by virtue of the Indiana General Not For Profit Corporation Act (1935), having been incorporated on November 14, 1952, by the filing of its Articles of Incorporation with the Secretary of State of the State of Indiana; and

WHEREAS, REPEATER ASSOCIATION is a corporation organized and existing by virtue of the Indiana Not-For-Profit Corporation Act of 1971, having been incorporated on August 6, 1984, by the filing of its Articles of Incorporation with the Secretary of State of the State of Indiana; and

WHEREAS, the Board of Directors of each of the Constituent Corporations deems it advisable and to the advantage and welfare of such corporations and their respective members that REPEATER ASSOCIATION be merged with and into RADIO CLUB pursuant to the following terms and conditions;

NOW, THEREFORE, RADIO CLUB and REPEATER ASSOCIATION have agreed to merge into a single Indiana not-for-profit Corporation, RADIO CLUB, which shall continue its corporate existence under the laws of the State of Indiana. The terms and conditions of the merger, the mode of carrying the same into effect, and such other details and provisions as may be required by law or deemed necessary or proper are hereinafter set forth.

## I.
## *Name, Certificate of Incorporation, Constitution and Bylaws, Directors, and Officers*

1.1 *Name of Surviving Corporation.* The name of the corporation that shall survive the merger is, and after the Effective Date (as hereinafter defined) shall continue to be, FORT WAYNE RADIO CLUB, INC.

1.2 *Certificate of Incorporation.* The Certificate of Incorporation of RADIO CLUB, as in effect on the Effective Date, shall from and after the Effective Date be and continue to be the Certificate of Incorporation of the Surviving Corporation until changed or amended as provided by law.

1.3 *Constitution and Bylaws.* The Constitution and Bylaws of RADIO CLUB as in effect on the Effective Date shall from and after the Effective Date be and continue to be the Constitution and Bylaws of the Surviving Corporation until changed as therein provided.

1.4 *Directors.* The directors of RADIO CLUB in office on the Effective Date shall be the directors of the Surviving Corporation until their successors are elected in accordance with the Constitution and Bylaws of the Surviving Corporation and shall have duly qualified.

1.5 *Officers.* The officers of RADIO CLUB in office on the Effective Date shall be the officers of the Surviving Corporation until their successors are elected in accordance with the Constitution and Bylaws of the Surviving Corporation and shall have duly qualified.

## II.

## *Membership, Dues*

2.1 *Membership.* Each member of REPEATER ASSOCIATION on the Effective Date shall become a member of the Surviving Corporation of the appropriate class of membership as set forth in the Constitution and Bylaws of the Surviving Corporation.

2.2 *Dues.* Each member of REPEATER ASSOCIATION whose dues are fully paid on the Effective Date shall be considered as having fully paid his or her dues to the Surviving Corporation on the Effective Date. From and after the Effective Date, all members of the Surviving Corporation shall pay dues to the Surviving Corporation in such amounts and at such times as its Constitution and Bylaws provide.

## III.

*Approvals, Effective Date, Filing Date,and Certain Effects of Merger*

3.1 *Membership Adoption.* Meetings of the members of both RADIO CLUB and REPEATER ASSOCIATION to consider and act upon this Agreement and Plan of Merger shall be called to be held in accordance with the Indiana General Not For Profit Corporation Act (1935) on or before September 30, 1985.

3.2 *Board Approval; Execution.* If this Agreement and Plan of Merger is adopted by the affirmative vote of two-thirds of the members of each of the Constituent Corporations entitled to vote in respect thereof, then as soon as practicable after the expiration of a period of thirty days after the adoption thereof by the members of the last of the Constituent Corporations in point of time to adopt the same, the same shall again be considered by the Board of Directors of each of the Constituent Corporations. Upon approval again by the Board of Directors of each of the Constituent Corporations, and their authorization of the execution hereof, this Agreement and Plan of Merger shall be executed by each of the Constituent Corporations in the manner provided by law.

3.3 *Articles of Merger.* Upon execution of this Agreement and Plan of Merger by each of the Constituent Corporations, Articles of Merger shall be executed and filed in the form and manner provided by law.

3.4 *Effective Date.* This Agreement and Plan of Merger shall become effective on the date on which it and the Articles of Merger referred to above, duly certified and acknowledged, have been filed in the office of the Secretary of State of the State of Indiana.

3.5 *Certain Effects of Merger.* On the Effective Date, the separate existence of REPEATER ASSOCIATION shall cease, REPEATER ASSOCIATION shall be merged into RADIO CLUB, and the Surviving Corporation, without further action, shall succeed to and shall possess and enjoy all the rights, privileges, immunities, powers, purposes, and franchises both of a public and private nature, and be subject to all restrictions, disabilities, and duties of REPEATER ASSOCIATION; and all property and all debts due to REPEATER ASSOCIATION on whatever account, causes of action, and every other asset of REPEATER ASSOCIATION shall be vested in the Surviving Corporation as effectually as they were vested in REPEATER ASSOCIATION, and all property, rights, privileges, powers, and franchises, and all and every other interest, shall be thereafter as effectively the property of the Surviving Corporation as they were of REPEATER ASSOCIATION; and the title to any property vested in REPEATER ASSOCIATION shall not revert or be in any way impaired by reason of the merger or the statutes providing therefor; *provided, however,* that all rights of creditors and all liens upon the property of REPEATER ASSOCIATION shall be preserved unimpaired, and all debts, liabilities, obligations, penalties, and duties of REPEATER ASSOCIATION shall

thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if they had been incurred or contracted by it. No liability, obligation due or to become due, claim, or demand for any cause existing against either Constituent Corporation, or any member, officer, or director thereof, shall abate or be discontinued by the merger, but may be enforced, prosecuted, settled, or compromised as if the merger had not occurred, or the Surviving Corporation may be substituted in such action or proceeding in place of REPEATER ASSOCIATION. At any time, or from time to time, after the Effective Date, the last acting officers of REPEATER ASSOCIATION, or the corresponding officers of the Surviving Corporation, may, in the name of REPEATER ASSOCIATION, execute and deliver all such proper deeds, assignments, and other instruments and take or cause to be taken all such further or other action as the Surviving Corporation may deem necessary or desirable in order to vest, perfect, or confirm in the Surviving Corporation title to and possession of all of REPEATER ASSOCIATION's property, rights, privileges, immunities, powers, purposes, and franchises and otherwise to carry out the purposes of this Agreement and Plan of Merger.

## IV.

### *Amateur Radio Repeater Operation*

4.1 *Repeaters.* Without limiting the generality of the foregoing, upon the Effective Date REPEATER ASSOCIATION shall take whatever action is necessary or desirable to transfer to the Surviving Corporation its amateur radio repeaters and all appurtenances thereto.

4.2 *Cash.* Notwithstanding the foregoing, the Surviving Corporation shall account separately for any cash received from REPEATER ASSOCIATION upon merger and shall use said cash, until it is exhausted, solely for the operation, maintenance, and upgrading of the aforementioned amateur radio repeaters.

4.3 *Call Sign; License.* Upon the Effective Date, or as soon as practicable thereafter, the Surviving Corporation shall cause the aforementioned repeaters to use the amateur radio call sign of RADIO CLUB, W9TE, and shall surrender REPEATER ASSOCIATION's club license and call sign, WA9EAU, to the Federal Communications Commission.

4.4 *Repeater Operation.* Upon the Effective Date, the Surviving Corporation shall assign responsibility for operation and maintenance of the aforementioned repeaters to its Trustee. The Surviving Corporation shall take whatever steps are necessary to form a Technical Advisory and Repeater Operations Committee of no less than four members, with the Trustee as Chairman.

IN WITNESS WHEREOF, each of the Constituent Corporations has caused this Agreement and Plan of Merger to be executed

in its corporate name by its President and attested by its Secretary on the date shown.

FORT WAYNE RADIO CLUB, INC.

By William C. Hall
President

Attest:

Lynn E Hyndman
Secretary

Date: 10-26-85

FORT WAYNE REPEATER ASSOCIATION, INC.

By Albert D. Burke III
President

Attest:

William E. Kindred
Secretary

Date: 2 NOV 85